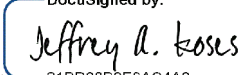




GSA Office of Governmentwide Policy

Acquisition Letter MV-20-03
Supplement 2
9/2/2021

MEMORANDUM FOR THE GSA ACQUISITION WORKFORCE

FROM: JEFFREY A. KOSES, 
SENIOR PROCUREMENT EXECUTIVE
OFFICE OF ACQUISITION POLICY (MV)

SUBJECT: Retention and Deletion of Federal Supply Schedule (FSS) Clauses - Supplement 2

1. Purpose. The purpose of this letter is to cancel Acquisition Letter (AL) V-06-07 and retain only the policies noted herein that are still active. AL V-06-07 referenced multiple policy letters that are now obsolete due to changes in business practices, reorganization within the agency, or incorporation into regulation.

2. Background. AL V-06-07 was issued on November 22, 2006 to retain 32 Federal Supply Schedule policies issued from 1992 through 2005 until they could be incorporated into the General Services Administration Regulations (GSAR) or manual (GSAM).

Each of these documents have been reviewed to determine currency. Of the 32 referenced policy documents GSA has determined that two are still needed. This AL authorizes the continued use of those policies.

3. Effective Date. This AL is effective immediately and remains in effect until rescinded or incorporated into the GSAM.

4. Cancellation. AL V-06-07 is hereby cancelled and replaced by this acquisition letter supplement.

5. Applicability. This policy applies to all FAS acquisition activities awarding or administering Federal Supply Schedule contracts.

6. Requirements. The expiration date for the policies below is extended. These policies are considered active until incorporated into the GSAM or cancelled.

Policy Retained by this AL	Date	Description
FAS FX-05-3 Security of Contract Files	09/28/05	This policy letter contains specific internal controls/requirements that further ensures the protection/security of paper contract files that are current and necessary to keep in place until deemed obsolete or other appropriate controls are established.

U.S. General Services Administration
1800 F Street, NW
Washington, DC 20405
www.gsa.gov

FAS FX-96-6 Multiyear Contracting Mandatory Sources of Supplies (Supplements 1-6)	09/27/96	This policy letter established procedures for the establishment of multiyear contract periods exceeding 5 years for mandatory sources of supply. It also includes clause I-FSS-967, Pricing of FPI Contracts with an Economic Price Adjustment (EPA) (SEP 1996).
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7. Deletions. The following policies are no longer necessary for the FSS and are removed.

Policy Cancelled by this AL	Rationale
FAS FC-02-1 Economic Price Adjustments for Contracts not based on catalogues	References obsolete clause that was replaced by GSAR clause 552.216.70, EPA—FSS Multiple Award Schedule Contracts and GSAR clause 552.216.71, EPA—Special Order Program Contracts.
FAS FC-01-7 Implementation of Corporate Contracting Across Acquisition Centers and Administration Zones	The corporate contracting initiative has been eliminated, so this guidance is no longer relevant to the acquisition workforce.
FAS FC-00-2 Special Ordering Procedures for Federal Supply Schedule	This policy provides guidance on establishing special ordering procedures for a particular schedule as authorized in FAR 8.403(b). The guidance described in this policy is no longer utilized.
FAS FC-00-1 Notification of Federal Supply Schedule Improvement Process	This policy is covered within GSAR clause 552.238-74, Introduction of New Supplies/Services (INSS).
FAS FC-98-4 Introduction of New Products	Prescribed L-FSS-400, Introduction of New Services/Products INSP. This has since been replaced by GSAR clause 552.238-74, Introduction of New Supplies/Services (INSS).
FAS FC-95-5 Obtaining Electronic MAS Contract Data for GSA Advantage	The procedures described in this policy are no longer utilized. The referenced clauses included Prescribed I-FSS-597, I-FSS-599, and I-FSS-600. Of these three clauses the only one still utilized is I-FSS-597 which was incorporated into the GSAR as clause 552.238-88 GSA Advantage!
FAS FC-92-1 MAS Items to Stock Program	This policy references distribution centers which were all shutdown in 2001 and prescribed the use of clauses I-FSS-646-A and I-FSS-646-B Blanket Purchase Agreements, and CP-FSS-15, National GSA Blanket Purchase Agreements. The special BPA clauses were previously cancelled by Supplement 6 and AL FX-92-1 has

	been included in Chapter 38 of the Supply Operations Handbook, FSS P 2901.2A.
FAS FX-05-2 CCR and Orca	No longer compliant with FAR 9.404, Exclusions in the System for Award Management.
FAS FX-05-1 Contracts Online	This policy is now covered within GSAM 504.802, which addresses electronic contract files; thus making the referenced Contracts Online implementation guidance obsolete.
FAS FX-04-3 eMods	Guidance incorporated into GSAR clause 552.238-82, Modifications (FSS).
FAS FX-04-1 Authority to Receive Contracts Electronically	Guidance incorporated into GSAR clause 552.238.82, Modifications (FSS).
FAS FX-03-6 Quick Mod Pilot Program	Pilot program obsolete, the processes described are now covered under FastLane and eOffer, see GSAR clause 552.238-82, Modifications (FSS).
FAS FX-03-5 Travel in Performance of Task Orders	Referenced historic clause C-FSS-370 which is now moot after revision of FAR clause 52.225-13, Restrictions on Certain Foreign Purchases.
FAS FX-03-4 Industrial Funding of FSS	Policy described now included in AL MV-20-03.
FAS FX-03-3 FAR Class Deviation of Size	This policy was cancelled by FAS PAP-2018-02, Small Business Subcontracting under the FSS.
FAS FX-03-2 Hubzone Guidance	This policy references using Pronet versus Hubzone, as well as the CCR. The policy is now obsolete since it references programs that no longer exist.
FAS FX-03-1 Acquisition Quality Measurement and Improvement Program	FX-03-1 replaced FC-01-04 and provides guidance for pre-negotiation clearance panels. The policy cites FAR 15.406-1, but indicates that the intent is to ensure that the negotiator is prepared for negotiations. The policy describes actions that are in conflict with FAR 15.406-1(b) because the policy describes that a panel establishes pre-negotiation objectives, when the FAR clearly states this is the responsibility of the contracting officer.
FAS FX-02-2 Scheduling of Deliveries to GSA Facilities	This policy refers to locations that were closed in 2014.
FAS FX-01-3 Non-Manufactured Wood Material	The policy is obsolete with GSAR clause 552.211-89, Non-Manufactured Wood Packaging

	Material for Export.
FAS FX-01-2 Award Letter for Federal Supply Schedule contracts	Policy described now included in AL MV-20-03.
FAS FX-00-5 Contractor Cancellation of a MAS contract	The process outlined in this policy outlines the old manual process for contract cancellation and communicating the cancellation through GSAR clause 552.238-79. This process is now managed electronically, making the procedures described obsolete.
FAS FX-00-3 The Evergreen Clause	Policy described now included in AL MV-20-03.
FAS FX-99-1 Vendor Managed Inventory	This policy is covered within GSAR clause 552.238-92
FAS FX-98-9 Contract Price Lists	Clause I-FSS-600, Contract Price Lists described in this policy is now included in AL MV-20-03.
FAS FX-98-8 Contract Sales Criteria for FSS	The clauses described in this policy are now included in AL MV-20-03.
FAS FX-98-2 Worldwide Coverage for Multiple Award FSS	Clause I-FSS-971, Instructions on the Formatted Price List (FPL) described in this policy was rescinded in AL MV-20-03.
FAS FX-97-2 Product Brochures Special Order Program	Clause I-FSS-168, Option to Extend the Term of the Contract is obsolete and no longer needed.
FAS FX-96-5 Scope of Contract and Placement of Orders	The clauses in FX-98-2 were rescinded in MV-20-03
FAS FX-96-3 Parallel Contracts	The guidance in FX-96-3 is outdated. This guidance is adequately covered in the FAR 16.505(b).
FAS FX-96-2 Multiyear Contracting Stock and Special Order Program	I-FSS-168 -Option to Extend the Term of the Contract is no longer used. GSAM 517.208 provides clause guidance for options for a Special Order Program Solicitation.

8. Point of Contact. Any questions regarding this letter may be directed to Adina Torberntsson at GSARPolicy@gsa.gov.

Attachments

Attachment 1: FAS FX-05-3

Attachment 2: FAS FX-96-6

Acquisition Letter MV-20-03 Supplement 2
Attachment 1: FAS FX-05-3

September 28, 2005

FSS ACQUISITION LETTER FX-05-3
MEMORANDUM FOR ALL ACQUISITION ACTIVITIES
(FC DISTRIBUTION LIST)

FROM: JEFFREY A. KOSES
ACTING ASSISTANT COMMISSIONER
OFFICE OF ACQUISITION MANAGEMENT (FX) (FXA)

SUBJECT: Security of Contract Files

1. Purpose. This acquisition letter provides instructions concerning the security of contract files for FSS personnel who participate in flexible workplace arrangements. These instructions are in addition to the requirements of GSAM 503.104-5, "Disclosure, protection, and marking of contractor bid or proposal information and source selection information." Flexible workplace arrangements, also referred to as Telecommuting and Telework, allow employees to work away from the principal office (e.g., home or telecommuting center). Contract files, i.e., "contractor bid or proposal information" may include but are not limited to documents listed in FAR 4.803, Contents of contract files. This acquisition letter also advises contracting personnel of 18 USC 2071, "Concealment, removal, or mutilation generally," that provides for criminal sanctions, under certain circumstances, for the removal or destruction of public documents."

2. Background. GSAM 503.104-5 does not address flexible workplace arrangements. Increased numbers of FSS employees are participating in flexible workplace arrangements as technology improves and commuting areas expand. Therefore, specific instructions concerning the security of contract files for these employees are necessary.

3. Effective Date. This acquisition letter is effective upon signature.

4. Expiration Date. This acquisition letter expires one year from the date of signature, unless otherwise extended or canceled.

5. Applicability. This acquisition letter applies to all FSS personnel with access to the material described in GSAM 503.104-5 who are participating in flexible workplace arrangements.

6. Reference to Regulations. The procedures in AL FX-05-3 will be included in Chapter 38 of the [Supply Operations Handbook](#), FSS P 2901.2A.

7. Instructions/Procedures.

(a) In addition to complying with instructions set forth in GSAM 503.104-5, and observing the prohibitions set forth in 18 USC 2071, "Concealment, removal, or mutilation generally," FSS personnel who are working with contract files away from their principal duty stations, e.g., at home or in telecommuting centers, must do the following:

1. Obtain their supervisor's permission in writing to transport contract files to their telework offices, e.g., home or telecommuting centers, and identify with specificity the files to be transported.

2. Every attempt should be made to transport copies rather than original documents. When this is not possible, the period of time during which the original documents will be away from the office should be kept to a minimum. In all cases involving the transport of contract files, whether originals or copies, the period of time during which they will be removed from the office for telework purposes should be clearly stated.
 3. Use "check-in/check-out" procedures implemented by individual acquisition centers to record removal and return of contract files. These procedures would apply to both original and copies of original documents.
 4. Secure the documents to be transported in an appropriate container, e.g., unmarked envelope or folder inside of a briefcase, and maintain strict control of the documents while they are being transported.
 5. Provide appropriate physical security for the contract files while they are outside the office environment. Documents must never be left unattended, even briefly, in the presence of others, and must be kept under lock and key whenever they are not being used. Proper precautions must be taken to ensure that contract files are not exposed to conditions that might cause damage or deterioration, such as dampness, excessive heat, pests and vermin, or chemicals.
 6. Provide appropriate security when conducting discussions with contractors or potential contractors via telephone or cell phone, to ensure privacy and confidentiality between the parties. Face to face negotiations may be conducted only at principal duty stations or other locations specifically authorized by management.
- (b) Electronic security of contract files is protected by the following means:
1. Individuals accessing contract files from home or other remote locations must possess current and valid user IDs, passwords, and/or Digital Certificates; these are required for Virtual Office and for Virtual Private Network (VPN) accounts.
 2. All FSS personnel are required to take annual computer security training.
 3. Other information concerning GSA electronic security policies and procedures can be viewed on the IT Security Website on GSA Insite.
- (c) Supplemental procedures. Acquisition activities may issue supplemental procedures regarding the security of contract files if required to support the particular circumstance of the acquisition activity or as needed on an individual basis. Any procedures that are supplemental to this acquisition letter should be commensurate with actual needs for additional safeguards and should not be unduly restrictive or burdensome.

Acquisition Letter MV-20-03 Supplement 2
Attachment 2: FAS FX-96-6

September 28, 2005

FSS ACQUISITION LETTER FX-96-6
Supplement No. 6

MEMORANDUM FOR ALL FSS ACQUISITION ACTIVITIES
(FX DISTRIBUTION LIST)

FROM: JEFFREY A. KOSES
ACTING ASSISTANT COMMISSIONER
OFFICE OF ACQUISITION (FX)

SUBJECT: Multiyear Contracting -- Mandatory Sources of Supply

1. Purpose: This Supplement extends the expiration date of FSS Acquisition Letter FC-96-6 and changes the acquisition office symbol from FC-96-6 to FX-96-6.
2. Background: FSS Acquisition Letter FX-96-6, provides guidance and procedures in the establishment of multiyear contracts with the mandatory sources of supply, the Federal Prison Industries (FPI), and the nonprofit agencies of the National Industries for the Blind (NIB) and NISH under the Javits-Wagner-O'Day (JWOD) Act.
3. Applicability: This Acquisition Letter applies to all contracts with the FPI and NIB and NISH nonprofit agencies under the JWOD Act.
4. Effective Date: This Acquisition Letter is effective 10 days after signature.
5. Expiration Date: FSS Acquisition Letter 96-6 will expire one year from the effective date of signature of this Supplement, unless canceled earlier.

September 10, 2001

FSS ACQUISITION LETTER FC-96-6
Supplement No. 5

MEMORANDUM FOR ALL FSS ACQUISITION ACTIVITIES
(FC DISTRIBUTION LIST)

FROM: CAROLYN ALSTON
ASSISTANT COMMISSIONER
OFFICE OF ACQUISITION (FC)(FCO)

SUBJECT: Multiyear Contracting -- Mandatory Sources of Supply

1. Purpose: This Supplement extends the expiration date of FSS Acquisition Letter FC-96-6.

2. Background: FSS Acquisition Letter FC-96-6, provides guidance and procedures in the establishment of multiyear contracts with the mandatory sources of supply, the Federal Prison Industries (FPI), and the nonprofit agencies of the National Industries for the Blind (NIB) and NISH under the Javits-Wagner-O'Day (JWOD) Act.

3. Applicability: This Acquisition Letter applies to all contracts with the FPI and NIB and NISH nonprofit agencies under the JWOD Act.

4. Effective Date: This Acquisition Letter is effective September 28, 2001.

5. Expiration Date: FSS Acquisition Letter 96-6 will expire one year from the effective date of this Supplement, unless canceled earlier.

September 14, 2000

FSS ACQUISITION LETTER FC-96-6
Supplement No. 4

MEMORANDUM FOR FSS ACQUISITION ACTIVITIES
(FC DISTRIBUTION LIST)

FROM: WILLIAM N. GORMLEY
CPPO ASSISTANT COMMISSIONER
OFFICE OF ACQUISITION (FC)(FCO)

SUBJECT: Multiyear Contracting--Mandatory Sources of Supply

1. Purpose. This Supplement extends the expiration date of FSS Acquisition Letter FC-96-6.

2. Background. FSS Acquisition Letter FC-96-6 provides guidance and procedures in the establishment of multiyear contracts with the mandatory sources of supply, the Federal Prison Industries (FPI), and the nonprofit agencies of the National Industries for the Blind (NIB) and NISH under the Javits-Wagner-O'Day (JWOD) Act.

3. Applicability. This Acquisition Letter applies to all contracts with the FPI and NIB and NISH nonprofit agencies under the JWOD Act.

4. Effective Date. This Acquisition Letter is effective September 28, 2000.

5. Expiration Date. FSS Acquisition Letter 96-6 will expire one year from the effective date of this Supplement, unless canceled earlier.

August 19, 1999

FSS ACQUISITION LETTER FC-96-6
Supplement No. 3

MEMORANDUM FOR FSS CONTRACTING ACTIVITIES
(FC DISTRIBUTION LIST)

FROM: WILLIAM N. GORMLEY
CPPO ASSISTANT COMMISSIONER
OFFICE OF ACQUISITION (FC)(FCO)

SUBJECT: Multiyear Contracting--Mandatory Sources of Supply

1. Purpose: This Supplement extends the expiration date of FSS Acquisition Letter FC-96-6.
2. Background: FSS Acquisition Letter FC-96-6 provides guidance and procedures in the establishment of multiyear contracts with the mandatory sources of supply, the Federal Prison Industries (FPI), and the nonprofit agencies of the National Industries for the Blind (NIB) and NISH under the Javits-Wagner-O'Day (JWOD) Act.
3. Applicability: This Acquisition Letter applies to all contracts with the FPI and NIB/NISH nonprofit agencies under the JWOD Act.
4. Effective Date: This Acquisition Letter is effective September 28, 1999.
5. Expiration Date: FSS Acquisition Letter 96-6 will expire one year from the effective date of this Supplement, unless canceled earlier.

October 5, 1998

FSS ACQUISITION LETTER FC-96-6
Supplement No. 2

MEMORANDUM FOR FSS CONTRACTING ACTIVITIES
(FC DISTRIBUTION LIST)

FROM: WILLIAM N. GORMLEY
CPPO ASSISTANT COMMISSIONER
OFFICE OF ACQUISITION (FC)(FCO)

SUBJECT: Multiyear Contracting--Mandatory Sources of Supply

1. Purpose: This Supplement extends the expiration date of FSS Acquisition Letter FC-96-6.
2. Background: FSS Acquisition Letter FC-96-6 provides guidance and procedures in the establishment of multiyear contracts with the mandatory sources of supply, the Federal Prison Industries (FPI), and the nonprofit agencies of the National Industries for the Blind (NIB) and NISH under the Javits-Wagner-O'Day Act (JWOD).
3. Applicability: This Acquisition Letter applies to all contracts with the FPI and NIB/NISH nonprofit agencies under the JWOD Act.

4. Effective Date: This Acquisition Letter is effective September 28, 1998.

5. Expiration Date: FSS Acquisition Letter FC-96-6 will expire one year from the effective date of this Supplement, unless canceled earlier.

August 27, 1997

FSS ACQUISITION LETTER FC-96-6
Supplement No. 1

MEMORANDUM FOR ALL FSS PROGRAM OFFICES, ALL FSS BUREAU DIRECTORS

FROM: WILLIAM N. GORMLEY
CPPO ASSISTANT COMMISSIONER
OFFICE OF ACQUISITION (FC)(FCO)

SUBJECT: Multiyear Contracting- Mandatory Sources of Supply

1. Purpose: This Supplement extends the expiration date of FSS Acquisition Letter FC-96-6.

2. Background: FSS Acquisition Letter FC-96-6, provides guidance and procedures in the establishment of multi-year contracts with the mandatory sources of supply, the Federal Prison Industries (FPI), and the nonprofit agencies of the National Industries for the Blind (NIB) and NISH under the Javits-Wagner-O'Day Act (JWOD).

3. Applicability: This Acquisition Letter applies to all contracts with the FPI and NIB/NISH nonprofit agencies under the JWOD Act.

4. Effective Date: This Acquisition Letter is effective September 28, 1997.

5. Expiration Date: FSS Acquisition Letter FC-96-6 will expire one year from the effective date of this Supplement, unless canceled earlier.

September 27, 1996

FSS ACQUISITION LETTER FC-96-6

MEMORANDUM FOR ALL FSS PROGRAM OFFICES, ALL FSS BUREAU DIRECTORS

FROM: WILLIAM N. GORMLEY
CPPO ASSISTANT COMMISSIONER
OFFICE OF ACQUISITION (FC)(FCO)

SUBJECT: Multiyear Contracting-Mandatory Sources of Supply

1. Purpose. The purpose of this Acquisition Letter is to provide guidance and procedures in the establishment of a multiyear contract period for up to 5-years, with renewal periods up to 5 years

each, with the mandatory sources of supply, the Federal Prison Industries (FPI), and the National Industries for the Blind (NIB) and NISH (previously the National Industries for the Severely Handicapped) under the Javits-Wagner-O'Day Act (JWOD). The total contract period, inclusive of the renewals, may not exceed 20 years.

2. Background. The Federal Supply Service (FSS) is looking at ways to streamline and simplify the procurement process. The use of 5-year contracts has helped in the past to ease the workload of our procurement personnel. The Federal Acquisition Streamlining Act (FASA) provided additional authority for multiyear contracting, and with the use of options, we can now establish long-term contracts to provide continuous contract coverage without the administrative costs associated with a new procurement.

4. Effective Date. This Acquisition Letter is effective immediately.

5. Expiration Date. Unless extended, this letter expires 1 year from the effective date.

6. Reference to Regulations. The procedures in this Acquisition Letter will be incorporated into Supply Operations Handbook, Vol. 2, Procurement (FSS 2901.2A).

7. Approvals. The Federal Acquisition Streamlining Act (FASA), Section 1072, provides authority to establish contracts with a base period up to 5 years. However, neither the Federal Acquisition Regulation (FAR), nor the General Services Administration Acquisition Regulation (GSAR) has been revised to reflect this change. In order to exceed the 5 year limit, the FSS Acquisition Management Center (FCO) has received blanket approval from the Deputy Associate Administrator for Acquisition Policy (MV) to exceed the 5-year limit for all mandatory source contracts (in accordance with GSAR 517.204) (copy attached). This approval should be referenced in the contract file documentation if renewal periods are exercised that extend the contract period beyond 5- years.

8. Procedures. See the Attachment.

FSS FC-96-6 ATTACHMENT

Required Sources of Supply

(To be incorporated in Chapter 8 of the Supply Operations Handbook, FSS P 2901.2A)

Procedures. Contracts may be established for up to a 5-year period with the mandatory sources of supply, the Federal Prison Industries (FPI) and the nonprofit agencies of the National Industries for the Blind (NIB) and NISH performing under the Javits-Wagner-O'Day Act (JWOD). Contracts are established on a noncompetitive basis. The following procedures are to be followed to establish the contracts.

Federal Prison Industries. Contracts may be established with the FPI for an initial period of up to 5 years, with multiple renewal periods of up to 5 years each. The total contract period, inclusive of renewals, may not exceed 20 years. Prior to the establishment of a new contract, or at the time of renewal of an existing contract, the contracting officer should review the requirements and any circumstances which impact the item(s) or service(s) (such as market fluctuations which affect the price) to determine what length contract period is appropriate.

Prices for the initial contract should be negotiated in accordance with the procedures at FAR 8.6 and GSAR 508.6. The greatest emphasis will be placed on establishing a price through market analysis. Cost analysis will be performed only when no adequate market data is available. Commercial prices of similar products, adjusted for different terms and conditions, will be considered. Cost data, when used, need not be certified. Inclusion of an Economic Price Adjustment (EPA) will depend on the length of the contract period, and negotiations with the FPI. Clause I-FSS-967, Pricing of FPI Contracts, may be included in the contract to provide for price adjustments at 1 or 2 year intervals. Prior to issuing a renewal, a price review should be performed to compare the price with the commercial market to determine if the price should be adjusted.

At any time, either party may request a modification of the terms and conditions of the contract, if warranted. The purchase description should be continually reviewed by the Government, as well as the contractor, to assure that the item keeps pace with the marketplace and that improvements are considered that may make the manufacturing process more cost effective. The GSA Form 1584, Contract Summary, will be used to establish the contract with FPI. Modifications will be made with Amendments to the GSA Form 1584. Reference to the approval from the Deputy Associate Administrator for Acquisition Policy (MV) to extend beyond a 5-year period (copy at Figure 1), should be included in the contract file documentation.

Following is the EPA to be used with FPI contracts.

I-FSS-967, Pricing of FPI Contracts with an Economic Price Adjustment (EPA) Prices will be negotiated based on market prices. An economic price adjustment will be allowed based on the following.

(a) "Producer Price Index" (PPI), as used in this clause, means the originally released index, not seasonally adjusted, published by the Bureau of Labor Statistics, U. S. Department of Labor (Labor) for product code* _____ * found under Table* _____ *

(b) During the term of the contract, the price may be adjusted upward or downward a maximum of * _____ *percent every * 12 or 24 *months.

(1) Any price adjustment for the product code shall be based upon the percentage change in the PPI for the base index (the PPI released 2 months before the first month of the initial contract) and the updated index (PPI released * 12 or 24 * months later). The formula for determining the Adjusted Agreement Price (AAP) applicable to shipments for the subsequent * 12 or 24 *months is -- $AAP = \text{Updated Index} \times \text{Award Price Base Index}$

(2) For subsequent periods, the price adjustment shall be the percentage change between the previously updated index (the new base index) and the PPI released * 12 or 24 * months later (the most recent updated index). This percentage shall be applied to the Current Agreement Price (CAP). The formula for determining the AAP applicable to shipments for the subsequent option period(s) is -- $AAP = \text{Most Recent Updated Index} \times \text{CAP New Base Index}$

(c) If the PPI is not available for the month of the base index or the updated index, the month with the most recently published PPI prior to the month determining the base index or updated index shall be used.

(d) If a product code is discontinued, the Government and the FPI will mutually agree to substitute a similar product code. If Labor designates an index with a new title and/or code number as continuous with the product code specified above, the new index shall be used.

(e) The FPI must submit a written request for a price change under the EPA to the Contracting Officer 30 days prior to the end date of the * 12 or 24 *month period. If no written request is received, FPI will have waived their right to a price adjustment for the next * 12 or 24 *month period. Alternatively, the Contracting Officer will unilaterally adjust the price downward when appropriate, using the updated index defined in paragraph (b) above.

(f) Price adjustments shall be effective by execution of an amendment of the Contract Summary (GSA Form 1584), indicating the most recent updated index and percent of change and shall apply to delivery orders placed on or after the first day of the * 12 or 24 *month renewal date.

(End of clause)

JWOD Program.

Contracts may be established with the NIB/NISH nonprofit agencies for an initial period of up to 5 years, with multiple renewal periods of up to 5 years each. The total contract period, inclusive of renewals, may not exceed 20 years. Prior to the establishment of a new contract, or at the time of renewal of an existing contract, the contracting officer should review the requirements for item(s) or service(s) to determine what length of contract period is appropriate.

At any time, either party may request a modification of the terms and conditions of the contract, if warranted. The purchase description should be continually reviewed by the Government, as well as the contractor, to assure that the item keeps pace with the marketplace and that improvements are considered that may make the manufacturing process more cost effective. Other terms and conditions should be reviewed at the end of each 5-year period, and modified

as required. Any significant change to the projected requirements should be communicated to the appropriate NIB or NISH Nonprofit Agency.

The GSA Form 1584, Contract Summary, will be used to establish contracts with the NIB and NISH nonprofit agencies. An amended GSA Form 1584 will be prepared when a significant change occurs, such as a change to the specification or purchase description. Price changes will be accomplished through the initiation of contract NSN file updates. Reference to the approval from the Deputy Associate Administrator for Acquisition Policy (MV) to extend beyond a 5-year period (copy at Figure 1), should be included in the contract file documentation. Pricing of JWOD items is in accordance with the procedures established by the Committee for Purchase From People Who Are Blind or Severely Disabled.

Contract Duration.

May 1, 1996

MEMORANDUM FOR IDA M. USTAD DEPUTY ASSOCIATE ADMINISTRATOR FOR ACQUISITION POLICY (MV)

FROM: WILLIAM N. GORMLEY, CPPO /s/ ASSISTANT COMMISSIONER OFFICE OF ACQUISITION (FC)(FCO)

SUBJECT: Request for Exceeding the 5-Year Contract Limitation for Contracts with the Mandatory Sources of Supply

The Federal Supply Service (FSS) has been looking at our contracting programs with a view toward streamlining procedures and reducing the paperwork on contracting personnel. In this regard, we have been considering different avenues of contracting with the mandatory sources of supply, the Federal Prison Industries (FPI) and the nonprofit agencies of the National Industries for the Blind (NIB) and NISH under the Javits-Wagner-O'Day Act (JWOD).

Currently, most contracts with the mandatory sources are for a 2- year period. These contracts are established on a noncompetitive basis. Prices of FPI items are set by the marketplace. Prices of NIB/NISH items and services are established by the Committee for Purchase From People Who Are Blind or Severely Disabled (Committee) under their procedures.

Section 1072 of the Federal Acquisition Streamlining Act (FASA), provides multiyear contract authority for up to 5 years. Additionally, we recently provided contracting personnel with guidance on establishing Stock and Special Order Program (SOP) contracts for up to 10 years with the use of options, and are in the concurrence stage to provide for options to extend contracts up to 20 years.

We have decided to provide for contracts with the mandatory sources for an initial base period up to 5 years, with renewal periods that can span from 1 to 5 years each. The total contract period, inclusive of renewals, may not exceed 20 years. Changes in price, or any other term or condition, will be made by amendments to the initial contract document. An economic price adjustment clause will be incorporated in the FPI contracts to allow for price increases during the contract period. Prices will be reviewed and compared with the commercial market before renewal of the contract, and price negotiations conducted if needed. NIB/NISH prices will be adjusted by the Committee's pricing procedures. Periodic review of the purchase description,

delivery terms, or other terms and conditions will be required.

We have referred to the contract extension with the mandatory sources as a "renewal" versus "option" as the contracting personnel do not have the option to conduct a new acquisition to contract with another vendor. While the price and other terms and conditions will be reviewed at the time of the renewal, there is no option to find another source.

Therefore, in accordance with GSAR 517.204, we request your approval to exceed the 5-year contract limitation established at Federal Acquisition Regulation (FAR) 17.204(e) for all mandatory source contracts. Long- term contracts with the mandatory sources will lesson the paperwork burden on our contracting personnel and save on administrative costs, while maintaining continuous contract coverage.

APPROVAL: IDA M. USTAD /signed/
DEPUTY ASSOCIATE ADMINISTRATOR FOR ACQUISITION POLICY (MV)
DATE 5/28/96



GSA Office of Governmentwide Policy

Acquisition Letter MV-20-03
Supplement 1

4/29/2021

MEMORANDUM FOR THE GSA ACQUISITION WORKFORCE

FROM:

JEFFREY A. KOSES
SENIOR PROCUREMENT EXECUTIVE
OFFICE OF ACQUISITION POLICY (MV)

DocuSigned by:

Jeffrey Koses

24BD80B9E8AC1A0

SUBJECT:

Retention and Deletion of Federal Supply Schedule
(FSS) Clauses

1. Purpose.

This Acquisition Letter revises the following clauses from Acquisition Letter (AL) MV-20-03, I-FSS-600 and I-FSS-644 for use in the FSS program.

2. Background.

On February 27, 2020, GSA issued AL MV-20-03 in order to provide guidance and establish consistent clauses for the FSS program (conforming the clauses that may be used, and clarifying those clauses that were deleted).

Since the publication of AL MV-20-03, the FSS program has made updates to clauses I-FSS-600 and I-FSS-644. Updates to the I-FSS-600 clause include reference to the "GSA Starmark" and corrections to improve readability. Clause I-FSS-644 is updated to align with the "Verified Vendor Portal", bring greater clarity to manufacturer agreements, and to require the contractor to maintain an uninterrupted source of supply.

3. Effective Date.

This Acquisition Letter Supplement (this Supplement) is effective immediately upon signature and remains in effect until rescinded or incorporated into the GSAM.

4. Cancellation.

Except for the changed clauses herein, AL MV-20-03, remains in full effect.

5. Applicability.

This policy applies to all acquisition activities awarding and administering FSS contracts.

6. Requirements.

Requirements are unchanged from AL MV-20-03.

7. Contracting Officer Actions

Insert the updated clauses below in solicitations for new awards. Include the updated clauses in modifications to exercise an option to extend an FSS contract.

8. Point of Contact.

Any questions regarding this letter may be directed to GSARPolicy@gsa.gov.

Attachments

- *Attachment A Updated FSS Clauses*

Attachment A Updated FSS Clauses

Prescription: Insert the clause at I-FSS-600 in all FSS solicitations and resultant contracts.

As prescribed above, use the following clause in all FSS solicitations and resultant contracts:

I-FSS-600 CONTRACT PRICE LISTS (APR 2021)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!®, a menu driven database system that provides online access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to clause 552.238-88 GSA Advantage!® for further information.

(3) Further details on EDI, ICs, and GSA Advantage! ® can be found in clause 552.238-103, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their website for those supplies or services covered by this contract. The logo can link to the Contractor's FSS price list. The identifier URL is located at <http://www.gsa.gov/logos>. Please note that the GSA Starmark may not be used/displayed alone but only in conjunction as a Schedule Contract holder. All resultant "web price lists" shown on the Contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted/awarded by the Government may be included. If the Contractor elects to use contract identifiers on its website (either logos or contract number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the Contractor on an open market basis.

(5) The Contractor is responsible for keeping all electronic catalogs data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare and distribute an FSS Price List as required by clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare an FSS Price List by composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list or commercial market prices less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the FSS Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION
Federal Acquisition Service Authorized Federal Supply
Schedule Price List

Online access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu driven database system. The internet address for GSA Advantage!® is: GSAAdvantage.gov.

- Schedule title
- FSC Group, Part, and Section or Standard Industrial Group (as applicable)
- FSC Class(es)/Product Code(s) and/or Service Codes (as applicable).
- Contract number
- Contract period
- Contractor's name, address, and phone number (include toll free WATS number and FAX number, if applicable)
- Contractor's internet address/website where Schedule information can be found (as applicable)
- Contract administration source (if different from preceding entry)
- Business size

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location

of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9. Foreign items (list items by country of origin).

10a. Time of delivery. (Contractor insert number of days.)

10b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

10c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

10d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.

11. F.O.B. point(s).

12a. Ordering address(es).

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es).

14. Warranty provision.

15. Export packing charges, if applicable.

16. Terms and conditions of rental, maintenance, and repair (if applicable).

17. Terms and conditions of installation (if applicable).

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

18b. Terms and conditions for any other services (if applicable).

19. List of service and distribution points (if applicable).

20. List of participating dealers (if applicable).

21. Preventive maintenance (if applicable).

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g., Contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

23. Unique Entity Identifier (UEI) number.

24. Notification regarding registration in System for Award Management (SAM) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor.

(6) Inclusion of incorrect information will cause the Contractor to resubmit/correct the Federal Supply Schedule Price List, and may constitute sufficient cause for Termination, applying the provisions of 552.212-4 , Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(End of clause)

Prescription: Insert the clause at I-FSS-644 in all FSS solicitations and resultant contracts.

As prescribed above, use the following clause in all FSS solicitations and resultant contracts:

I-FSS-644 PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (APR 2021)

(a) *Applicability.* The terms of this clause shall only apply to offerings and sales of products made by Contractors other than the manufacturer of such products. The terms shall apply specifically to, but are not limited to, resellers and distributors. It shall not apply to offerings and sales of products by the manufacturer of such products.

(b) *Terms of Offering and Sales.* Contractors shall not offer or sell products for which: 1) they do not have authorization, as applicable, and 2) they lack an uninterrupted source of supply sufficient to satisfy the Government's requirements.

(1) Manufacturer Authorization Program.

(i) For products that manufacturers manage through any "authorized supplier", "controlled distribution", or other similar program, the Contractor shall be included in such a program to sell products to the Government. The Government will rely on information provided by the manufacturer to identify such authority, to the extent provided by the manufacturer.

(ii) If the Contractor is not included in any authorization program, then sales of those products to the Government are not permitted.

(iii) For products that manufacturers do not manage through any authorization program, the Contractor need only provide the uninterrupted source of supply as referenced in (2).

(2) *Uninterrupted Source of Supply.* The Contractor shall provide evidence of, and shall maintain, an uninterrupted source of supply sufficient to satisfy the Government's requirements for all products on its contract.

(3) *Manufacturer Prohibitions.* The Contractor shall not sell any product that the manufacturer of the product has prohibited the Contractor from selling.

(4) *Discrepancies.* In the event that the Government becomes aware of any discrepancy regarding a Contractor's authorization program status, a Contractor's uninterrupted source of supply, or a manufacturer's prohibition, then the Contracting Officer shall give written notice of such discrepancy to the Contractor. The Contractor shall have 30 days to respond to the discrepancy. Failure to respond to or resolve (as applicable) a notice of discrepancy may result in cancellation of this contract, in whole or in part, in accordance with the clause at 552.238-79 *Cancellation*.

(End of clause)



FEB 27 2020

Acquisition Letter MV-20-03

MEMORANDUM FOR ALL GSA CONTRACTING ACTIVITIES

FROM: JEFFREY A. KOSES *Jeffrey A. Koses*
SENIOR PROCUREMENT EXECUTIVE
OFFICE OF ACQUISITION POLICY (MV)

SUBJECT: Retention and Deletion of Federal Supply Schedule (FSS) Clauses

1. Purpose. This Acquisition Letter authorizes the continued use and deletion of certain clauses and provisions by the Federal Supply Schedule (FSS) program.

2. Background. The regulations for the Federal Supply Schedule program are gradually being updated, through a series of different GSAR Cases. GSAR Case 2013-G502, Federal Supply Schedule Contracting (Administrative Changes)¹ updated numerous non-complex provisions and clauses, updated administrative matters, and restructured the GSAR to be more consistent with the FAR. It was finalized May 23, 2019².

A number of clauses and provisions will be addressed in future rule-makings. This acquisition letter authorizes the continued use of the listed more complex clauses and provisions, pending future rule-making. This acquisition letter also deletes 16 clauses and provisions which are no longer needed.

3. Effective Date. This AL is effective immediately and remains in effect until rescinded or incorporated into the GSAM.

4. Cancellation. Not applicable.

5. Applicability. This policy applies to all acquisition activities awarding and administering FSS contracts.

6. Requirements. The following clauses and provisions may be used in solicitations issued and contracts awarded under the FSS program.

Number	Title	Description
A-FSS-011	Consideration of Offers Under Standing Solicitation	This provision outlines to Offerors the Government's contemplation of awards under a standing solicitation.
C-FSS-370	Contractor Task / Special Requirements	This clause provides the Contractor special requirements that may be needed when completing various tasks. It includes items such as travel, ODCs, materials, etc.

¹ See 79 FR 54126, dated September 10, 2014; Extension 79 FR 64356, dated October 29, 2014

² See 84 FR 17030, dated April 23, 2019; Correction 84 FR 22381, dated May 17, 2019

CI-FSS-053	Indemnification and Liability	This provision applies to disposal, salvaging, or recycling services performed under awarded contract.
CP-FSS-002	Significant Changes	Use this provision to notify offeror of revisions since the previous posting to the Government's point of entry.
F-FSS-772	Carload Shipments	Use this provision to facilitate unloading by forklift truck at destination.
G-FSS-900-C	Contact for Contract Administration	This clause provides current contract administration contact data.
I-FSS-040	Contractor Team Arrangements	This clause instructs Contractors to abide by the terms and conditions of their respective contracts when participating in Contractor Partnering Arrangements.
I-FSS-106	Guaranteed Minimum	This clause outlines the minimum guarantee that the Government agrees to order during the term of the contract.
I-FSS-163	Options to Extend the Term of the Contract (Evergreen)	This clause is for use when determining continued performance of a contract for the next option period.
I-FSS-600	Contract Price Lists	This provision provides instructions to Offerors on how to create the authorized FSS Schedule Price List.
I-FSS-639	Contract Sales Criteria	This clause provides the anticipated sales expected to be generated by a contract and the Government's right to cancel the contract if they are not met.
I-FSS-644	Dealers and Suppliers	This clause requires a letter of commitment from suppliers if not a manufacturer.
I-FSS-970	Transactional Fee and Sales Reporting	This clause requires quarterly reporting of transactions and sales for applicable Special Item Numbers (SINs) and applies to Schedule 48 contracts that were awarded SINs 653-1 and 653-5 only.
I-FSS-972 (previously 552.212-70)	Preparation of Offer (Multiple Award Schedule)	This clause provides to the Offeror the requirement of including specified information used for evaluation purposes when preparing its offer.
I-FSS-973 (previously 552.232-81)	Payments by Non-Federal Ordering Activities	This clause provides to eligible non-federal ordering activities the procedures for payment under a State prompt payment law versus the Federal Prompt Payment Act.
K-FSS-001	Authorized Negotiators	This clause stipulates persons authorized to negotiate on behalf of contractor.

L-FSS-101	Final Proposal Revision	This provision provides instructions to Offerors on how to prepare and submit a Final Proposal Revision (FPR) letter.
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7. Deletions. The following clauses and provisions are no longer necessary for the FSS program and are removed.

Number	Title
A-FSS-035	Exceptions to FAR Clause 52.225-5, Trade Agreements
A-FSS-042	Government Printing Office Waiver
CI-FSS-002	Submission of Offers - Additional Information
CI-FSS-056	FAR Part 51 Deviation Authority (Federal Supply Schedules)
CI-FSS-151	Additional Evaluation Factors for Award of Services
CI-FSS-152	Additional Evaluation Factors for Award
E-FSS-521-D	Inspection
E-FSS-522	Inspection at Destination
F-FSS-712-B	Shipping Points
F-FSS-736-B	Export Traffic Release (Vehicles)
I-FSS-102	Scope of Contract
I-FSS-103	Scope of Contract - Worldwide
I-FSS-165	Options to Extend the Term of the Contract - 12 Months
I-FSS-167	Options to Extend the Term of the Contract - 60 Days
I-FSS-694	Open Season for Consideration of New Offers (Annual Open Season)
I-FSS-971	Instruction on the Formatted Price list (FPL)

8. Point of Contact. Questions regarding this acquisition letter may be directed to GSARPolicy@gsa.gov.

Attachment

- *Retained FSS Clauses*

**A-FSS-011 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION
(JAN 2016)**

- (a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.
- (b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.
- (c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.
- (d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-163, *Option to Extend the Term of the Contract (Evergreen)*, canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated

MV-20-03 Retention and Deletion of FSS Clauses
Attachment: Retained Federal Supply Schedule (FSS) Clauses

with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

CI-FSS-053 INDEMNIFICATION AND LIABILITY (DEC 2009)

For disposal, recycling or salvage services performed under SINs cited in this solicitation, it is understood that the General Services Administration (GSA) does not become an owner, operator, generator, arranger, or transporter of hazardous substances or wastes by executing a schedule contract or by the award of a task order by an ordering agency against a schedule contract for remediation, reclamation, recycling, and disposal services. As a result, GSA shall not incur any liability under any environmental laws for contamination to the extent resulting from the negligent acts or omissions of a schedule contractor performing the services. In addition, the contractor shall be liable for, and shall indemnify and hold harmless the GSA against, all actions or claims for loss of or damage to property or the injury or death of persons to the extent

MV-20-03 Retention and Deletion of FSS Clauses
Attachment: Retained Federal Supply Schedule (FSS) Clauses

resulting from the fault, negligence, or wrongful act or omission of the contractor, its agents, or employees.

EXCEPTION: The aforementioned does not apply when GSA is the ordering agency and is procuring remediation, reclamation, recycling and/or disposal services for property it owns and/or for which it has legal jurisdiction.

CP-FSS-002 SIGNIFICANT CHANGES (OCT 1988)

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

* _____ *

F-FSS-772 CARLOAD SHIPMENTS (APR 1984)

When shipment is to be made by rail, to one destination, of a carload quantity which includes an item or items the overall length of which when packed and/or palletized, is 60 inches or over, the Contractor shall, when ordering cars, specify that, if available, double-door rail cars be furnished. This provision is intended solely to facilitate unloading by forklift truck at destination. Under no circumstances should scheduled shipment be delayed due to non-availability of double-door cars.

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-80, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

(a) Domestic:

NAME _____
TITLE _____
ADDRESS _____
ZIP CODE _____

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Attachment: Retained Federal Supply Schedule (FSS) Clauses

TELEPHONE NO. () FAX NO.
E-MAIL ADDRESS

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME
TITLE
ADDRESS
ZIP CODE
TELEPHONE NO. () FAX NO.
E-MAIL ADDRESS

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-80, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

I-FSS-106 GUARANTEED MINIMUM (NOV 2018)

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports via the FAS Sales Reporting Portal (see GSAR 552.238-80 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-80.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

**I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN)
(APR 2000)**

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

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Attachment: Retained Federal Supply Schedule (FSS) Clauses

- (1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).
 - (2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA *Advantage!*[®] in accordance with clause I-FSS-600, Contract Price Lists.
 - (3) Performance has been acceptable under the contract.
 - (4) Subcontracting goals have been reviewed and approved.
- (b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

I-FSS-600 CONTRACT PRICE LISTS (OCT 2019)

- (a) The Contractor shall submit its authorized Federal Supply Schedule Price List on a common-use electronic medium as prescribed by GSA. Some structured data entry in a prescribed format may be required.
- (b) Eligible ordering activities will utilize GSA's online shopping and ordering system to review a Contractors' price lists.

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

- (a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.
- (b) The Government may cancel the contract in accordance with clause 552.238-79, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

I-FSS-970 TRANSACTIONAL FEE AND SALES REPORTING (JUN 2011)

- (a) The Contractor shall report the total number of transactions for applicable Special Items Numbers (SINS) made under this contract by calendar quarter.

- (b) The Contractor shall remit a fee per transaction at the rate set by GSA as follows:
- (1) The Contractor shall remit the transactional fee(s) in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.
 - (2) The transactional fee represents a set fee per transaction. This fee is set at the discretion of GSA, who has the unilateral right to change the fee at any time. The transactional fee covers an additional level of service that is provided by GSA to the Contractor.
- (d) All other terms of clause 552.238-80 Industrial Funding Fee and Sales Reporting apply.

**I-FSS-972 (Previously 552.212-70)
AWARD SCHEDULE) (AUG 1997)**

PREPARATION OF OFFER (MULTIPLE

(a) Definitions. *Concession*, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), which either reduces the overall cost of a customer's acquisition or encourages a customer to consummate a purchase. Concessions include, but are not limited to freight allowance, extended warranty, extended price guarantees, free installation and bonus goods.

Discount, as used in this solicitation, means a reduction to catalog prices (published or unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase option credits, and any other terms or conditions other than concessions) which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a "discount" by the percentage difference from the list price to the net price.

(b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c). Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items referenced.

(c) Provide information described below for each SIN:

(1) Two copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from the Offeror's commercial catalog and/or price list and identify the descriptive catalog and/or price list from which the information has been extracted.

(2) Next to each offered item in the commercial catalog and/or price list, the Offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog or price list is submitted, all other items shall be marked "excluded," lined out, and initialed by the offeror.

(3) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be

MV-20-03 Retention and Deletion of FSS Clauses
Attachment: Retained Federal Supply Schedule (FSS) Clauses

combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

(4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.

(5) If the Offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

I-FSS-973 (Previously 552.232-81) PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non-federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232-25, Prompt Payment, or 52.212-4, Contract Terms and Conditions—Commercial Items, apply to such activities in the same manner as to Federal ordering activities.

K-FSS-001 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers, and electronic mail addresses of the authorized negotiators.)

NAMES & TITLES	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES

L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)

(a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.

(b) The request will include—

- (1) Notice that discussions are concluded;
- (2) Notice that this is the opportunity to submit a final proposal revision;
- (3) The specified cutoff date and time;
- (4) A statement that any modification proposed as a result of the final proposal revision

must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.

(c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.

(d) It is the Contracting Officer's desire to conclude negotiations by * ____*.